

## **EXHIBIT “3”**

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

CREEDON CONTROLS, INC., a Delaware corporation, )  
Plaintiff, ) C.A. NO. 05-CV-300-UNA  
v. )  
BANC ONE BUILDING CORPORATION, an Illinois corporation, and FOREST ELECTRIC CORPORATION, a New York corporation, ) JURY TRIAL DEMANDED  
Defendants. )  
)  
)  
)  
)

AFFIDAVIT

STATE OF NEW YORK :  
: SS  
COUNTY OF NEW YORK :

Be it remembered, that on this 24 day of May, 2005, personally appeared before me, the subscribed, a notary public in and for the State and County of foresaid, Paul Angerame, Senior Vice President, Forest Electric Corp. ("Forest Electric"), who being by me first wholly sworn according to law, do depose and say that the facts states:

1. I am Senior Vice President with Forest Electric. I have been employed by Forest Electric for approximately nine years and was Project Manager, Vice President on the Banc One project that is the subject of this suit.
2. I have knowledge regarding the project and claims made by Creedon Controls, Inc. ("CCI").
3. I have reviewed the Complaint filed by CCI and the Answer To Complaint and Affirmative Defenses.

4. Forest Electric was the Electrical Trade Manager and Construction Manager for the electric trades acting as agent for Banc One Building Corporation ("Banc One").

5. I believe that based on my knowledge regarding the project that the amount claimed in the Complaint is not due and owing and that Forest Electric has a valid defense to the Complaint, including but not limited to:

- a) The Construction Services Agreement Contract No. 6B was between CCI and Banc One only with Forest Electric acting as agent for Banc One, the owner;
- b) No change orders were submitted or approved relating to the claims now being made in the Complaint;
- c) No field requests for changes in work were submitted or approved relating to the claims were made;
- d) Neither Forest Electric nor Banc One approved the claimed amount that CCI is now seeking payment for;
- e) CCI has not presented any valid evidence pursuant to the contract documents justifying the payments it now seeks;
- f) CCI failed to abide by the terms and conditions of the agreement;
- g) The claims submitted by CCI are unsupported by the events that occurred during the course of the project; and
- h) Forest Electric owes nothing to CCI since it acted as agent of Banc One only.

6. Defendant reserves the right to supplement and present additional defenses once discovery has been taken.



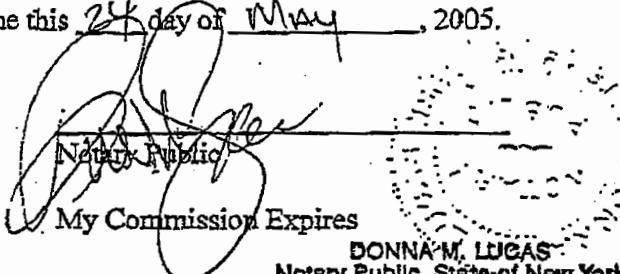
\_\_\_\_\_  
Paul Angerame  
Senior Vice President

DATED: 5-24-05

STATE OF NEW YORK  
COUNTY OF NEW YORK

: SS

Sworn to and subscribed before me this 24 day of May, 2005.



Notary Public

My Commission Expires

DONNA M. LUCAS  
Notary Public, State of New York  
No. 01LU4957670  
Qualified in New York County  
Commission Expires October 28, 2005

CERTIFICATE OF SERVICE

I, Paul A. Bradley, Esquire, hereby certify that a true and correct copy of Defendant Forest Electric Corp.'s Answer to Complaint and Affirmative Defenses were served on this 24<sup>th</sup> day of May, 2005 on the following counsel of record via the Electronic Filing.

/S/ PAUL A. BRADLEY

Paul A. Bradley (DE Bar ID 2156)